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PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 SUBCONTRACTING

Notice and consent of the Contracting Officer and the COTR is required for subcontracting both prior to and after award, as applicable. No subcontracts shall be entered into until it has been determined by NLS/BPH that the proposed subcontracted deliverable meets all requirements of the specifications applying to this contract, including qualification of samples.

H.2 RELEASE, PUBLICATION, AND USE OF GOVERNMENT FURNISHED DATA

No contractor will have the right to use, release to others, reproduce, distribute, or publish any government furnished materials first produced or specifically used by the contractor without prior written permission from the Library of Congress.

H.3 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provisions of this contract, including applicable specifications, will be binding on the Library of Congress unless furnished or agreed to in writing by the Contracting Officer.

H.4 CONTRACTOR COMMITMENTS, WARRANTIES, REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract will be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment will render the Contractor liable under the default provisions for damages due to the Library of Congress under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written amendments to its proposal. Written communication by the contractor is further defined as including (1) any warranty or representation made by the Contractor in a proposal as to performance, (2) any warranty or representation made by the Contractor described in (1) above, made in any literature descriptions, drawings, specifications accompanying or referred to in a proposal, and (3) any modification of or affirmation or representation as to the above that the Contractor has made in or during negotiations.

H.5 USE OF LIBRARY OF CONGRESS NAME OR CONTRACTUAL RELATIONSHIPS IN ADVERTISING

The Contractor agrees not to refer to awards from or contracts with the Library of Congress in commercial advertising in such a manner as to state or infer that the product or service provided is endorsed or preferred by the Library or is superior to other products or services. The Contractor also agrees not to distribute or release any information that states or infers that the Library of Congress endorses, uses or distributes the Contractor's product or service.

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H.6 NEWS RELEASES

No news release concerning this contract will be made without prior LOC approval, as appropriate, and then only in coordination with the Contracting Officer.

H.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer will designate, in writing, an authorized representative(s) to discharge such duties and responsibilities as may be delegated to him. The representative(s) will not have the authority to change or alter any of the terms and conditions of the contract. The Contracting Officer is the sole authority to make changes in the contract. The Contractor will be furnished a copy of the COTR delegation.

H.8 KEY PERSONNEL REQUIREMENTS

(A) Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose name were submitted in the organizational chart for evaluation of the proposal. The Contractor agrees that such personnel will not be removed from the contract work or replaced without compliance with paragraphs (B) and (C) hereof.

(B) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding thirty (30) work days, or is expected to devote less effort to the work than indicated in the proposal or initially anticipated, the contractor will immediately notify the Contracting Officer and will, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least equal ability and qualifications.

(C) All requests for approval of substitutions hereunder shall be in writing and provide a detailed explanation of the circumstances requiring the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(D) If the Contracting Officer determines that suitable and timely replacement of key personnel whom they have reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.